

THIS AGREEMENT is made and entered into this October twenty-eight
Nineteen Hundred and Seventy-Four.

BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH
OF FAIRFIELD, ESSEX COUNTY, NEW JERSEY
hereafter the "Board";

AND THE FAIRFIELD EDUCATION ASSOCIATION
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey
Employer-Employee Relations Act, agreements reached between public
employers and the majority representative of an appropriate employee
unit, regarding terms and conditions of employment, shall be embodied
in writing, signed by the authorized representatives and filed with the
New Jersey Public Employment Relations Commission; and

WHEREAS, these certain agreements have been reached between
the Board and the Association, the said Association being the recog-
nized exclusive representative of the unit of the Board's employees,
consisting of regularly employed teachers, nurses, learning disabilities
teachers, librarians, supplemental teachers, speech correctionists,
art teachers, reading teachers, physical education teachers, vocal and
instrumental music teachers.

NOW, THEREFORE, it is mutually agreed between the Board and
the Association as follows:

JULY 1, 1974 - JUNE 30, 1975

ARTICLE I

DURATION OF AGREEMENT

This Agreement, dated as above, shall take effect on July 1, 1974 and shall continue in full force and effect without change until June 30, 1975 except by mutual agreement of the parties.

ARTICLE II

MEDICAL INSURANCE COVERAGE

The Board hereby agrees to pay 100% of the group rate cost for providing Blue Shield and Blue Cross with Rider J coverage and Major Medical coverage, single plan for all employees not covered for like benefits by self or spouse in a plan outside the group. In addition, the Board will pay 100% of the group rate for family coverage as specified above for all those employees in the Association's unit who elect all or a portion of paid coverage.

The Board reserves the right to elect participation in the State or other medical plan providing comparable benefits.

ARTICLE III

GRIEVANCE PROCEDURE

The grievance procedure shall be as set forth on Schedule C annexed hereto and made a part hereof.

ARTICLE IV

COMPENSATION

A. Salary Schedule

The salary schedule pertaining to teachers, learning disabilities teachers, teacher librarians, remedial reading teachers, nurses, speech correctionists, art teachers, physical education teachers, vocal and instrumental music teachers shall be as set forth on Schedule A annexed hereto and made a part hereof. The salary schedule for all other personnel who are in job categories included in the unit represented by the Association and whose salaries are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof.

B. Reimbursement for Use of Auto

Teachers shall be reimbursed for the required use of their automobile for travel in connection with their assigned duties. This reimbursement shall be at the rate of thirteen cents (13¢) a mile subject to the voucher requirements of the business office.

C. General Provisions

Teachers with prior public school service may be granted full credit for teaching experience up to ten (10) years.

Credit will be granted for two (2) years military service with Honorable Discharge. Combined teaching and military service is not to exceed twelve (12) years service.

Non-degree teachers shall advance one-half step yearly on the guide.

Annual increments for satisfactory service shall be granted by the Board of Education upon recommendation of the chief school administrator. The Board of Education reserves the right upon recommendation of the chief school administrator to withhold, decrease or reinstate any annual increment or adjustment pursuant to 18A:29-14.

ARTICLE V

SICK LEAVE

- A. All full-time teachers employed by the Board shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. In the case of frequent or intermittent absence, a teacher may be required to produce evidence of illness at the request of the superintendent or building principal. For any absence of five (5) consecutive working days or over, a doctor's certificate must be presented.
- C. A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one school year will be granted sick leave privileges on a pro rata basis of one day per month for the term of the contract.
- D. Teachers shall be given a written account of accumulated sick leave days on or before September 15th of each school year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Personal Leave

It is recognized that emergency situations arising from personal, legal, business, household or family matters do occur and require the absence of the teachers during school hours. Application for personal leave should be filed with the building principal in advance of the day or days needed, when possible. Up to two (2) days with pay may be approved by the superintendent for this purpose within one school year. Teachers are required to state the reason for such requests. These requests shall remain confidential.

B. Death

1. Up to five (5) days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any other member of the immediate household.

2. One day, subject to the approval of the superintendent, shall be granted at any one time in the event of death in the non-immediate family. Approval shall not be unreasonably withhold.

C. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of the U.S.

Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he received from the State or Federal Government for a period not exceeding sixty (60) days.

D. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled under Article V.

ARTICLE VII

EXTENDED LEAVE OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

B. Illness in the Family

At the discretion of the Board, teachers under tenure may be granted a leave of absence without pay of up to one year for the purpose of caring for a sick member of the teacher's immediate family as defined in Article VI-B. An extension of this leave may be granted at the discretion of the Board.

C. Good Cause

Other leaves of absence may be granted by the Board.

NOTE: The Board's decision in determining to award or not to award a leave of absence for illness in the family or other good cause shall be final and not be subject to the filing of a grievance.

ARTICLE VIII

MATERNITY LEAVE

Maternity leave shall be accorded consistent with present practice. At such time as the constitutionality of maternity leave policies are rendered more certain at the judicial level, they will be incorporated into current practice.

ARTICLE IX

TEACHING HOURS AND TEACHING LOAD

A. All professional employees shall indicate their presence for duty by placing a check mark and their initials in an appropriate column of the faculty sign-in and sign-out roster.

B. The arrival and departure time shall be designated; however, the total in-school workday shall in general not consist of more than seven (7) hours and fifteen (15) minutes which shall include a lunch period. On days preceding vacation periods or on half-session days, the teachers' workday may end at the conclusion of the students' day, subject to the approval of the building principal.

C. It is understood that the aforementioned time schedule shall not apply for faculty or curriculum meetings and parent or student conferences. It is further understood that situations may occur from time to time that require the teacher to be available at the discretion of the building principal for after-school activities, additional school help for students, and for attendance at school or P.T.A. functions in the evening.

D. Teachers may leave the building during their scheduled duty-free lunch period, but shall initial a sign-in and sign-out "out of building" record.

ARTICLE X

TUITION REIMBURSEMENT FOR ADVANCED STUDIES

A. Eligibility

Teachers employed in the Fairfield School District and enrolled at an accredited institution for the purpose of advanced (graduate) study in the field of education.

B. Reimbursement

1. Financial assistance under this policy is limited to 75% (seventy-five ^{per} ~~pre~~cent) of the cost of tuition and initial registration fees, (excluding books) to a maximum of \$200 in any calendar year.

2. Tenured teachers will receive reimbursement to the extent of this policy immediately upon completion of the approved course of study.

3. Non-tenured teachers will be reimbursed during their fourth year in Fairfield to the full extent of this policy for courses taken during non-tenure years.

C. Approvals

All courses and programs for advanced study to be reimbursed under this program will have prior approval of the superintendent.

D. Annual Salary Schedule Adjustment

Adjustments on the salary schedule for credits earned shall be made on the first pay period of the school year or February 1 of the school year subject to the provisions as set forth in this article, provided, however, that three (3) months written notice is given the superintendent of contemplated change in salary status based upon earned graduate credits.

Before any salary adjustment is made, the employee shall provide the official transcript or appropriate documentation of the successful completion of the graduate credits which will determine the salary adjustment.

When the above conditions are met, salary adjustment shall be retroactive to September 1, or February 1, provided that credits are earned prior to September 1 or February 1, whichever is applicable.

No employee shall receive more than one salary adjustment in any single school year for earned graduate credits.

E. General

1. Courses taken for certification will not be reimbursed under this program.

2. Courses shall be taken at a time that does not conflict with the duties or hours of the school program.

ARTICLE XI

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 15, 1974, and shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view towards concluding on or before December 30, 1974.

ARTICLE XII

NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION

No employee participating in the negotiation procedure shall be subject to coercion, restraint, discrimination, or reprisal in his employment ~~by~~ reason ~~of~~ such participation.

ARTICLE XIII

PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT

Copies of this Agreement shall be reproduced by the Board at its expense. The Agreement shall be reproduced within ninety (90) days after it has been signed and copies shall be made available to all appropriate employees.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the terms of the Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein. However, in the event that the parties concur, this Agreement may be supplemented or modified by agreements negotiated and reduced to writing by the parties to be bound thereby.

FAIRFIELD BOARD OF EDUCATION

SCHEDULE A

TEACHERS' SALARY GUIDE 1974-75

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+32</u>
1.	9,150	9,550	10,050	10,450	10,950
2.	9,500	9,900	10,400	10,800	11,300
3.	9,850	10,250	10,750	11,150	11,650
4.	10,250	10,650	11,150	11,550	12,050
5.	10,650	11,050	11,550	11,950	12,450
6.	11,050	11,450	11,950	12,350	12,850
7.	11,450	11,850	12,350	12,750	13,250
8.	11,850	12,250	12,750	13,150	13,650
9.	12,250	12,650	13,150	13,550	14,050
10.	12,650	13,050	13,550	13,950	14,450
11.	13,100	13,500	14,000	14,400	14,900
12.	13,550	13,950	14,450	14,850	15,350
13.	14,050	14,450	14,950	15,350	15,850
14.	14,600	15,000	15,500	15,900	16,400
15.	15,150	15,550	16,050	16,450	16,950
16.			16,650	17,050	17,550
17.					18,150

SCHEDULE B

SUPPLEMENTAL TEACHERS

Supplemental teachers shall be compensated at the rate of \$6.75 per hour.

SCHEDULE C

GRIEVANCE PROCEDURE

A. Statement of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances, rather employees, should they so elect, are specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

B. Definition

1. "Grievance" shall mean an alleged violation, misapplication, misinterpretation of any of the provisions of this agreement or of any board policy or administrative decision rendered thereunder. The term "grievance" shall not apply to any matter where

- (a) a method of review is prescribed by law or State Board Rules;
- (b) The Board of Education is without authority to act;
- (c) a complaint relates to the non-renewal or termination on notice of a non-tenured employee's contract.

2. An "aggrieved person" shall mean the person against whom the alleged violation, misapplication or misinterpretation of this agreement or of any board policy or administrative decision rendered thereunder causes personal loss or injury.

3. Where it can be demonstrated that more than one employee is similarly aggrieved, a grievance may be presented bearing the signatures of each of the aggrieved employees.

C. Procedure

1. A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after the prescribed interval shall be null and void.

2. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally.

Level I

3. If, as a result of the discussion, the matter is not resolved within five (5) school days, he shall set forth in writing his grievance to the immediate supervisor specifying:

- (a) the nature of the grievance and of the personal loss or injury
- (b) the results of previous discussions and the basis of his dissatisfaction.

4. The immediate supervisor shall communicate his decision to the employee in writing within seven (7) school days of receipt of the written grievance.

In addition, within seven (7) school days, the immediate supervisor shall communicate to the Association the date and subject

of the grievance filed.

Level II

5. The employee may appeal the immediate supervisor's decision to the superintendent within five (5) school days of receipt of the immediate supervisor's decision. The employee's appeal to the superintendent must be made in writing and must set forth the matter submitted to the immediate supervisor as specified above, as well as the basis for his dissatisfaction with the decision previously rendered. In the event of non-compliance with any of the provisions as set forth, the grievance shall be considered dropped. The superintendent shall render a decision within ten (10) school days of receipt of the appeal of the immediate supervisor's decision. The superintendent shall communicate his decision in writing to the employee or employees and the Association.

Level III

6. If the grievance is not resolved to the employee's satisfaction, he may, within five (5) school days after receipt of the superintendent's written decision, request review by the Board of Education. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the employee. A decision in writing shall be rendered within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.

Level IV

7. If an employee is dissatisfied with the decision of the Board, he may request the appointment of an arbitrator within ten (10) school days of receipt of the decision of the Board of Education. Such request shall be made known to the superintendent forthwith.

8. The following procedure shall be used to secure the service of an arbitrator:

- (a) The parties will first attempt to select a mutually acceptable arbitrator by submitting a list of five (5) names in writing to each other. Within ten (10) days of receipt of the request for the appointment of an arbitrator, the parties shall meet to attempt to select an arbitrator from the names submitted.
- (b) In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedures of the American Arbitration Association.

9. All proceedings relative to the arbitration shall be held after regular school hours.

10. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall neither add to nor subtract from the agreement between the parties. Within thirty (30) days of the completion of the arbitration proceedings, the arbitrator shall submit to each party his decision in writing, which shall include findings of fact and reasoning. The decision of the arbitrator shall be advisory only.

11. The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of a stenographic record shall be borne by the party requesting same, unless both parties make the request, in which the cost shall be borne equally. Each party shall bear the cost incurred by itself relative to the arbitration proceeding.

D. Miscellaneous

1. All documents, communications and records dealing with the proceeding of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. It is understood that the aggrieved employee shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. In the event grievances are filed in the months of May, June, July or August, the time limitations as specified herein may be suspended by mutual agreement.

4. An aggrieved person may have, at his option, a reasonable number of representatives in attendance at any level of the grievance procedure.

5. When a grievance affects a group or class of employees covered by this agreement, said group or class may at their option select the Association as their representative.

6. All steps of the procedure shall be confidential and conducted in private.

7. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit

the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed by their duly authorized
officers on the day and year aforesaid.

FOR THE BOARD

Charles F. Hanna
Secretary

Theodore D. Clark
President

FOR THE ASSOCIATION

Shirley Tabenkin
Secretary

Joseph P. Phillips
President